SERFF Tracking Number: STAN-127329828 State: Arkansas
Filing Company: Standard Insurance Company State Tracking Number: 49370

Company Tracking Number: IRA RIDERS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: IRA Riders
Project Name/Number: IRA Riders/

## Filing at a Glance

Company: Standard Insurance Company

Product Name: IRA Riders SERFF Tr Num: STAN-127329828 State: Arkansas TOI: A10 Annuities - Other SERFF Status: Closed-Approved-State Tr Num: 49370

Closed

Sub-TOI: A10.000 Annuities - Other Co Tr Num: IRA RIDERS State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Bill Douglas, Diane Disposition Date: 07/22/2011

Hodgman

Date Submitted: 07/21/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

Filing Type: Form

### **General Information**

Project Name: IRA Riders Status of Filing in Domicile: Pending

Project Number: Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Filing

simultaneously in domiciliary state of Oregon.

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 07/22/2011
State Status Changed: 07/22/2011

Deemer Date: Created By: Diane Hodgman

Submitted By: Diane Hodgman

Corresponding Filing Tracking Number:

Filing Description:

Re: Standard Insurance Company

NAIC No. 000-69019 FEIN No. 93-0242990

Individual Annuity

Individual Retirement Annuity Rider, Form No. R-IRA (06/11)

Roth Individual Retirement Annuity Rider, Form No. R-Roth IRA (06/11)

Dear Commissioner Bradford:

SERFF Tracking Number: STAN-127329828 State: Arkansas
Filing Company: Standard Insurance Company State Tracking Number: 49370

Company Tracking Number: IRA RIDERS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: IRA Riders
Project Name/Number: IRA Riders/

Standard Insurance Company is submitting the above forms for your review and approval. These forms have been updated from those previously filed with your Department by incorporating recent IRS changes regarding IRC Section 408(b) and 408A plans. Therefore, the above forms replace the following forms:

Contract Form Number; Replacing Form Number; Approval Date

R-IRA (06/11); IRA (7/02); October 24, 2002

R-IRA (06/11); R-IRA-IMM (09/06); September 20, 2006 R-Roth IRA (06/11); Roth IRA (7/02); October 24, 2002

R-Roth IRA (06/11); R-Roth IRA-IMM (09/06); September 20, 2006

The submitted forms have been updated to comply with the Internal Revenue Service's 6-2010 Traditional and Roth IRAs Listing of Required Modifications and Information Packages. The updated forms will be used in conjunction with our Individual Deferred Annuity Contract forms and Individual Immediate Contract forms, previously approved by your Department, when they are purchased as an individual retirement annuity.

The attached forms are filed in an  $8\frac{1}{2}$  x 11 format, but also may be printed in other formats (e.g.,  $5\frac{1}{2}$  x  $8\frac{1}{2}$  booklet size) or via electronic media (e.g., CD-ROM, Internet, Intranet). Distribution and access may also be via hard copy or electronic media. In all cases the forms will meet or exceed the minimum standards of your applicable state insurance form readability requirements.

We believe that no part of our filing contains any unusual or controversial items from normal company or industry standards.

The individual annuity product under the above forms will be marketed through traditional channels such as brokers and agents, and through financial institutions.

Our domiciliary state of Oregon does not charge a filing fee for this submission.

Form Descriptions

Form No: R-IRA (06/11)

Description:

Traditional IRA Rider – Individual Annuities. Used when an individual deferred or immediate annuity is purchased as a traditional IRA under IRC section 408(b). This rider complies with applicable federal requirements for section 408(b) IRAs.

SERFF Tracking Number: STAN-127329828 State: Arkansas
Filing Company: Standard Insurance Company State Tracking Number: 49370

Company Tracking Number: IRA RIDERS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: IRA Riders
Project Name/Number: IRA Riders/

Form No: R-Roth IRA (06/11)

Description:

Roth IRA Rider – Individual Annuities. Used when an individual deferred or immediate annuity is purchased as a Roth IRA under IRC section 408A. This rider complies with applicable federal requirements for 408A Roth IRAs.

The following items are also attached:

- Explanation of variability.
- Applicable transmittal form(s) as required.
- Readability certification.

We understand that for the two forms submitted you will access the \$100 filing fee via EFT.

We appreciate your consideration and review of our submission. Please feel free to contact us if you have any questions about our submission or if you need anything further.

Sincerely,

Diane Hodgman, ChFC

Tel: 800.378.4578, ext. 8685

Fax: 971.478.5408

E-mail: Diane.Hodgman@standard.com

# **Company and Contact**

#### **Filing Contact Information**

Diane Hodgman, Compliance Analyst dhodgman@standard.com
1100 SW Sixth Avenue 971-321-8685 [Phone]
Individual Annuities 971-321-5408 [FAX]

P6A

Portland, OR 97204

#### **Filing Company Information**

Standard Insurance Company CoCode: 69019 State of Domicile: Oregon
1100 SW 6th Avenue Group Code: 1348 Company Type: Life Insurance

Portland, OR 97204 Group Name: SIC State ID Number:

Company Tracking Number: IRA RIDERS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: IRA Riders
Project Name/Number: IRA Riders/

(971) 321-6823 ext. [Phone] FEIN Number: 93-0242990

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## **Filing Fees**

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: \$50 per form x 2 forms = \$100

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Standard Insurance Company \$100.00 07/21/2011 49994646

Company Tracking Number: IRA RIDERS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: IRA Riders
Project Name/Number: IRA Riders/

# **Correspondence Summary**

## **Dispositions**

| Status              | Created By | Created On | Date Submitted |
|---------------------|------------|------------|----------------|
| Approved-<br>Closed | Linda Bird | 07/22/2011 | 07/22/2011     |

SERFF Tracking Number: STAN-127329828 State: Arkansas State Tracking Number: 49370

Filing Company: Standard Insurance Company

Company Tracking Number: IRA RIDERS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: IRA Riders IRA Riders/ Project Name/Number:

## **Disposition**

Disposition Date: 07/22/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: IRA RIDERS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: IRA Riders
Project Name/Number: IRA Riders/

| Schedule            | Schedule Item                           | Schedule Item Status Public Access |
|---------------------|---|------------------------------------|
| Supporting Document | Flesch Certification                    | Yes                                |
| Supporting Document | Application                             | No                                 |
| Supporting Document | Life & Annuity - Acturial Memo          | No                                 |
| Supporting Document | Explanation of Variability              | Yes                                |
| Form                | Individual Retirement Annuity Rider     | Yes                                |
| Form                | Roth Individual Retirement Annuity Ride | er Yes                             |

Company Tracking Number: IRA RIDERS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: IRA Riders
Project Name/Number: IRA Riders/

## Form Schedule

Lead Form Number: R-IRA (06/11)

| Schedule<br>Item<br>Status | Form<br>Number        | Form Type | Form Name | Action    | Action Specific Data | Readability | Attachment                   |
|----------------------------|-----------------------|-----------|-----------|-----------|----------------------|-------------|------------------------------|
|                            | R-IRA<br>(06/11)      | •         |           | t Initial |                      | 45.000      | R-IRA(06-<br>11).pdf         |
|                            | R-Roth IRA<br>(06/11) | -         |           | Initial   |                      | 45.000      | R-Roth<br>IRA(06-<br>11).pdf |

### STANDARD INSURANCE COMPANY

A STOCK LIFE INSURANCE COMPANY
[1100 SW SIXTH AVENUE]
[PORTLAND, OREGON 97204]
[(800) 247-6888]

## INDIVIDUAL RETIREMENT ANNUITY RIDER

| Owner(s):             | [John Doe]             |
|-----------------------|------------------------|
| Contract Number:      | [123456]               |
| Annuitant(s):         | [John Doe<br>Jane Doe] |
| Rider Effective Date: | [June 1, 2011]         |

The Contract is amended to qualify as an individual retirement annuity under: (a) section 408(b) of the Internal Revenue Code of 1986, as amended; and (b) applicable regulations; (the "IRC"). All provisions of the Contract and this rider shall be interpreted in accordance with qualification as an individual retirement annuity under IRC section 408(b).

The terms of the Contract are amended as follows:

- 1. Owner and Annuitant. Except as otherwise permitted by the IRC: (a) the Owner of the Contract; and (b) the Annuitant; must be the same person. You and your mean the Owner/Annuitant. You must be the sole Owner of the Contract. The Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal law. You must comply with applicable IRC provisions to prevent: (a) loss of the advantages of tax deferral; and (b) tax penalties.
- **2. Conflict.** The IRC governs if there is any conflict of terms or provisions of this rider and applicable IRC sections.
- **3. Exclusive Benefit.** The Contract is established for the exclusive benefit of: (a) you; and (b) your Beneficiary.

If this rider is attached to an inherited IRA within the meaning of section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, the terms "you" and "your" refer to the deceased Owner/Annuitant.

- **4. Nontransferable and Nonforfeitable.** Your interest in the Contract is: (a) nontransferable; and, except as provided by law, (b) nonforfeitable. In particular, except as permitted by the IRC, the Contract may not be sold, assigned, discounted, or pledged:
  - a. As collateral for a loan;
  - b. As security for the performance of an obligation; or
  - c. For any other purpose;

to any person other than to us.

- **5. Premiums.** All premium payments must be paid:
  - a. In cash as a qualified retirement contribution for the taxable year (as permitted under IRC section 219(b));
  - b. As a rollover contribution (as permitted by IRC sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 456(e)(16));
  - c. As a nontaxable transfer from an individual retirement account under IRC section 408(a);
  - d. As a nontaxable transfer from another individual retirement annuity under IRC section 408(b);
  - e. As a contribution made in accordance with the terms of a Simplified Employee Pension as described in IRC section 408(k); or
  - f. As an amount contributed to an inherited individual retirement account or individual retirement annuity within the meaning of IRC section 408(d)(3)(C)(ii).

The total of all premium paid as your qualified retirement contribution for any taxable year may not exceed: (a) the amount permitted under IRC sections 219(b) and 408(b); or (b) such other amount provided by the IRC. If you are age 50 or older before the close of the taxable year, the annual qualified retirement contribution limit is increased by the catch-up contribution amount permitted under IRC section 219(b)(5)(B).

You may also make premium payments as additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, or repayments of certain plan distributions made on account of a federally declared disaster.

If this rider is attached to an inherited IRA within the meaning of section 408(d)(3)(C), no contributions will be accepted.

No premium subsequent to the initial premium, if permitted, will be accepted unless it is equal to at least \$50.

**Note** – **Single Premium Annuities.** If this rider is attached to a single premium annuity, premiums will not be accepted beyond: (a) the basic annuity premium; and (b) any additional period following the Contract Effective Date during which premium is allowed (see **Contract Data**). Any and all premium is subject to the limits and exclusions noted above.

- **6. Annuity Benefits.** All annuity payment options under the Contract must meet the requirements of IRC sections 401(a)(9) and 408(b)(3).
- 7. Required Distributions Generally. Your entire interest in the Contract shall be distributed in accordance with the requirements of IRC sections 408(a)(6) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. The provisions of this rider reflecting these requirements override any payment option, surrender option, or other distribution method that is inconsistent with such requirements.

There will be no surrender fee on any minimum distribution required under IRC sections 401(a)(9) and 408(b)(3) with respect to the Contract.

**8. Required Beginning Date.** The term "Required Beginning Date" as used in this rider means April 1 of the calendar year following the calendar year in which you attain age 70½, or such later date as provided by law.

**9. Required Distributions During Owner's Life.** Unless otherwise permitted under the IRC, your entire interest in the Contract shall be distributed, or commence to be distributed, no later than the Required Beginning Date.

If this rider is attached to an inherited IRA within the meaning of section 408(d)(3)(C), the information below describing required distributions during the owner's life does not apply.

a. **Deferred Annuity.** If this rider is attached to a deferred annuity, your entire interest in the Contract shall be distributed, commencing no later than the Required Beginning Date, over your life or the lives of you and your Beneficiary (as defined in IRC section 401(a)(9)). Distributions must satisfy the requirements of IRC section 408(a)(6).

The amount to be distributed each year, beginning with the calendar year in which you attain age 70½ and continuing through the year of your death, shall not be less than the quotient obtained by dividing:

- 1) The annuity fund value as of the end of the preceding year; by
- 2) The distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Income Tax Regulations;

using your age as of your birthday in the year the minimum distribution is required.

However, if your sole Beneficiary is your surviving spouse and such spouse is more than 10 years younger than you, then the distribution period is determined:

- 1) Under the Joint and Last Survivor Table in Q&A-3 of section 1.401(a)(9)-9;
- 2) Using the ages as of your birthday and your spouse's birthday in the year the minimum distribution is required.
- b. **Immediate Annuity.** If this rider is attached to an immediate annuity making distributions on an irrevocable basis, your entire interest in the Contract shall be distributed, commencing no later than the Required Beginning Date, over:
  - 1) Your life or the lives of you and your Beneficiary (as defined in IRC section 401(a)(9)); or
  - 2) A certain period not extending beyond:
    - a) Your life expectancy; or
    - b) The joint and last survivor life expectancy of you and your Beneficiary.

If your entire interest is to be paid over a period greater than one year, the amount to be paid by December 31 of each year (including the year in which the Required Beginning Date occurs) will be made in accordance with the requirements of IRC section 401(a)(9), including the incidental death benefit requirements of IRC section 401(a)(9)(G).

Payments must be made in periodic payments at intervals of no longer than one year and must either be non-increasing or may increase only as provided in Q&As -1 and -4 of section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6.

- **10. Required Distribution Upon Owner's Death.** Payment of death benefits under the Contract will be in accordance with IRC section 401(a)(9), as described below.
  - a. **Death On or After Required Beginning Date.** If this rider is attached to an immediate annuity making distributions on an irrevocable basis, and you die after distribution of your interest in the Contract has begun, the remaining portion of your interest in the Contract (if any) will continue to be distributed under the method of payment being used as of the date of your death.

If this rider is attached to a deferred annuity, and you die after your Required Beginning Date, the remaining portion of your interest in the Contract (if any) will be distributed at least as rapidly as follows:

- Non-spouse Beneficiary. If the Beneficiary is someone other than your surviving spouse, the remaining portion of your interest in the Contract will be distributed over the remaining life expectancy of such non-spouse Beneficiary. The Beneficiary's life expectancy will be determined:
  - a) Using such person's age as of his or her birthday in the calendar year immediately following the calendar year in which you died; or
  - b) Over your life expectancy as it would have been determined in the year of your death;

whichever period is longer.

- 2) **Surviving Spouse Beneficiary.** If the sole Beneficiary is your surviving spouse, the remaining interest in the Contract will be distributed over:
  - a) Your spouse's life expectancy; or
  - b) Your life expectancy as it would have been determined in the year of your death;

whichever period is longer.

Any interest remaining after your spouse's death will be distributed:

- a) Over your spouse's remaining life expectancy determined using your spouse's age as of his or her birthday in the year of the spouse's death; or
- b) If distributions were being made to your spouse over your life expectancy as it would have been determined in the year of your death, over that same period.

The amount to be distributed each year if you died on or after the required beginning date, beginning with the calendar year following the calendar year of your death, is the quotient obtained by dividing the value of the IRA as of December 31 of the preceding year by the applicable remaining life expectancy specified above.

b. **Death Before Required Beginning Date.** If you die before distribution of your interest in the Contract has begun, your entire interest will be distributed at least as rapidly as under one of the three methods below:

- 1) **Five-Year Rule.** Your entire interest in the Contract will be paid by December 31 of the calendar year containing the fifth anniversary of your death, unless you have a Beneficiary who elects to receive the entire interest under 2 or 3 below.
- 2) **Life Expectancy Rule.** The Beneficiary may elect to receive the entire interest over:
  - a) Such person's life; or
  - b) A period not extending beyond such person's life expectancy;

commencing on or before December 31 of the calendar year immediately following the calendar year in which you died. Such election by the Beneficiary must be: (a) irrevocable; and (b) made no later than December 31 of the calendar year immediately following the calendar year in which you died.

If this rider is attached to an inherited IRA within the meaning of IRC section 408(d)(3)(C), established for a nonspouse Beneficiary by a direct trustee-to-trustee transfer from your retirement plan under section 402(c)(11), the Beneficiary may elect to receive the entire interest under the Life Expectancy Rule if the transfer is made no later than December 31 of the calendar year immediately following the calendar year in which you died.

- 3) **Surviving Spouse Beneficiary.** If your Beneficiary is your surviving spouse, the Beneficiary may elect to receive the entire interest over:
  - a) Your spouse's life; or
  - b) A period not extending beyond your spouse's life expectancy;

commencing at any date on or before the later of:

- a) December 31 of the calendar year immediately following the calendar year in which you died; and
- b) December 31 of the calendar year in which you would have attained age 70½.

Such election by your surviving spouse must be: (1) irrevocable; and (2) made no later than the earlier of:

- a) December 31 of the calendar year containing the fifth anniversary of your death; and
- b) The date distributions are required to begin pursuant to IRC section 401(a)(9).

Your surviving spouse may elect to receive distributions under the five-year rule, under which your entire interest in the Contract will be paid by December 31 of the calendar year containing the fifth anniversary of your death.

If your surviving spouse dies before distributions begin, the limitations with respect to required distribution upon the Owner's death (without regard to the "Surviving Spouse Beneficiary" section) will be applied as if your surviving spouse were the Owner.

Life expectancy with respect to required distribution upon the Owner's death is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy is the number in the Single Life Table corresponding to such spouse's age. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age or your age in the year specified above and reduced by 1 for each subsequent year.

Distributions to you of your interest in the Contract are considered to have begun:

- a. If payments are made on account of your reaching your Required Beginning Date; or
- b. If prior to the Required Beginning Date, payments irrevocably commence to you over a period permitted and in an annuity form acceptable under IRC section 401(a)(9).

If you die after you elect to receive distributions and before you receive any payments under the Contract, the payments will be modified as necessary to comply with the requirements of IRC sections 401(a)(9) and 408(b)(3).

If the sole Beneficiary is your surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

- **11. Annual Calendar Year Reports.** We will furnish annual calendar year reports concerning the status of the Contract.
- **12. Amendment of This Rider.** The provisions of this rider are intended to comply with the requirements of the IRC for section 408(b) individual retirement annuity contracts. We reserve the right to amend this rider at any time when necessary to ensure continued compliance of the Contract with the requirements applicable to an individual retirement annuity under IRC section 408(b) and any successor provision.

PART OF CONTRACT – This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

STANDARD INSURANCE COMPANY

ΒY

J. Greg Ness

President

Holley Y. Franklin

Corporate Secretary

### STANDARD INSURANCE COMPANY

A STOCK LIFE INSURANCE COMPANY
[1100 SW SIXTH AVENUE]
[PORTLAND, OREGON 97204]
[(800) 247-6888]

# ROTH INDIVIDUAL RETIREMENT ANNUITY RIDER

| Owner(s):             | [John Doe]             |
|-----------------------|------------------------|
| Contract Number:      | [123456]               |
| Annuitant(s):         | [John Doe<br>Jane Doe] |
| Rider Effective Date: | [June 1, 2011]         |

The Contract is amended to qualify as a Roth individual retirement annuity (Roth IRA) under: (a) section 408A of the Internal Revenue Code of 1986, as amended; and (b) applicable regulations; (the "IRC"). All provisions of the Contract and this rider shall be interpreted in accordance with qualification as a Roth IRA under IRC section 408A.

The terms of the Contract are amended as follows:

- 1. Owner and Annuitant. Except as otherwise permitted by the IRC: (a) the Owner of the Contract; and (b) the Annuitant; must be the same person. You and your mean the Owner/Annuitant. You must be the sole Owner of the Contract. The Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal law. You must comply with applicable IRC provisions to prevent: (a) loss of the advantages of tax deferral; and (b) tax penalties.
- **2. Conflict.** The IRC governs if there is any conflict of terms or provisions of the Contract and applicable IRC sections.
- **3. Exclusive Benefit.** The Contract is established for the exclusive benefit of: (a) you; and (b) your Beneficiary.

If this rider is attached to an inherited IRA within the meaning of section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, the terms "you" and "your" refer to the deceased Owner/Annuitant.

- **4. Nontransferable and Nonforfeitable.** Your interest in the Contract is: (a) nontransferable; and, except as provided by law, (b) nonforfeitable. In particular, except as permitted by the IRC, the Contract may not be sold, assigned, discounted, or pledged:
  - a. As collateral for a loan:
  - b. As security for the performance of an obligation; or
  - c. For any other purpose;

to any person other than to us.

#### 5. Premiums.

- a. **Maximum Permissible Amount.** Except in the case of:
  - 1) A Qualified Rollover Contribution; or
  - 2) A Recharacterization;

no contribution will be accepted unless:

- 1) It is in cash; and
- 2) The total of such contributions to all of your Roth IRAs for a taxable year does not exceed your Regular Contribution, described as:
  - a) The maximum amount permitted under IRC sections 219(b) and 408A(c); or
  - b) Your compensation within the meaning of IRC section 219(f)(1);

for that taxable year, whichever is less.

Your maximum regular contribution for any taxable year may not exceed: (a) the amount permitted under IRC sections 219(b)(5)(A) and 408A(c)(2); or (b) such other amount provided by the IRC. If you are age 50 or older before the close of the taxable year, the maximum regular contribution limit is increased by the catch-up contribution amount permitted under IRC section 219(b)(5)(B).

You may also make premium payments as additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, or repayments of certain plan distributions made on account of a federally declared disaster.

A Qualified Rollover Contribution is a rollover contribution of a distribution from an eligible retirement plan described in section 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of IRC section 408(d)(3); however, the one-rollover-per-year rule of IRC section 408(d)(3)(B) does not apply if the distribution is from an IRA other than a Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of IRC section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable.

A qualified rollover contribution also includes contributions specifically authorized by statute – such as certain military death gratuities or servicemembers' group life insurance payments and certain payments received by airline employees.

Recharacterization – A regular contribution to a traditional IRA may be recharacterized pursuant to: (1) the rules in IRC section 408A(d)(6); and (2) the rules in section 1.408A-5 of the federal income tax regulations; as a regular contribution to this Roth IRA, subject to the regular contribution Limit shown below.

b. **Regular Contribution Limit.** Unless otherwise permitted under the IRC, the limit on regular contributions is gradually reduced to \$0 between certain levels of modified Adjusted Gross Income (modified AGI). Modified AGI is defined in IRC section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution.

The maximum annual Regular Contribution is phased out if, according to your tax filing status, your modified AGI falls within a phase-out range described under IRC section 408A(c)(3). Phase-out ranges are adjusted annually by the Secretary of the Treasury for cost-of-living increases.

If you make regular contributions to both Roth IRAs and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all of your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

If this rider is attached to an inherited IRA within the meaning of section 408(d)(3)(C), no contributions will be accepted.

No premium subsequent to the initial premium, if permitted, will be accepted unless it is equal to at least \$50.

**Note** – **Single Premium Annuities.** If this rider is attached to a single premium annuity, premiums will not be accepted beyond: (a) the basic annuity premium; and (b) any additional period following the Contract Effective Date during which premium is allowed (see **Contract Data**). Any and all premium is subject to the limits and exclusions noted above.

- **6. Annuity Benefits.** All annuity payment options under the Contract must meet the requirements of IRC sections 401(a)(9)(B) and 408A(c)(5).
- 7. Required Distributions Generally. Your entire interest in the Contract shall be distributed in accordance with the requirements of IRC sections 408(a)(6) and 408A(c)(5) and the regulations thereunder, the provisions of which are herein incorporated by reference. The provisions of this rider reflecting these requirements override any payment option, surrender option, or other distribution method that is inconsistent with such requirements.

There will be no surrender fee on any minimum distributions required under IRC sections 401(a)(9) and 408A(c)(5) with respect to the Contract.

- **8. Required Distributions During Owner's Life.** No distributions are required prior to your death. If this is an inherited IRA within the meaning of IRC section 408(d)(3)(C), this paragraph does not apply.
- **9. Required Distribution Upon Owner's Death.** If this rider is attached to a deferred annuity, distributions will be made in accordance with the requirements of IRC section 408(a)(6), as modified by section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If this rider is attached to an immediate annuity making distributions on an irrevocable basis, distributions will be made in accordance with the requirements of IRC section 408(b)(3), as modified by section 408A(c)(5), and the regulations thereunder.

If you die before the entire balance of your interest in the Contract has been distributed, the remaining balance of your interest in the Contract will be distributed at least as rapidly as follows:

a. **Five-Year Rule.** Your entire interest in the Contract will be paid by December 31 of the calendar year containing the fifth anniversary of your death, unless your Beneficiary elects to receive the entire interest under b. or c. below.

- b. **Life Expectancy Rule.** Your Beneficiary (within the definition of the term "designated beneficiary" in IRC section 401(a)(9)) may elect to receive the entire interest over:
  - 1) Such person's life; or
  - 2) A period not extending beyond your Beneficiary's life expectancy;

commencing on or before December 31 of the calendar year immediately following the calendar year in which you died. Such election by the Beneficiary must be: (a) irrevocable; and (b) made no later than December 31 of the calendar year immediately following the calendar year in which you died.

Payments under subsections a. and b. above must be made at intervals of no longer than one year. Also, payments: (a) must be nonincreasing; or (b) may increase only as provided in applicable federal tax regulations.

- c. **Surviving Spouse Beneficiary.** If your Beneficiary is your surviving spouse, your surviving spouse may elect to receive the entire interest over:
  - 1) Your surviving spouse's life; or
  - 2) A period not to extend beyond your surviving spouse's life expectancy;

commencing at any date on or before the later of:

- 1) December 31 of the calendar year immediately following the calendar year in which you died; and
- 2) December 31 of the calendar year in which you would have attained age 70½.

Such election by your surviving spouse must be: (a) irrevocable; and (b) made no later than the earlier of:

- 1) December 31 of the calendar year containing the fifth anniversary of your death;
- 2) The date distributions are required to begin pursuant to IRC section 401(a)(9).

Your surviving spouse may elect to receive distributions under the five-year rule, under which your entire interest in the Contract will be paid by December 31 of the calendar year containing the fifth anniversary of your death.

If your surviving spouse dies before required distributions begin to him or her, the remaining interest in the Contract will be paid:

- 1) By December 31 of the calendar year containing the fifth anniversary of your death; or
- 2) Over your spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age in the year following your spouse's death.

If your surviving spouse dies after required distributions begin to him or her, any remaining interest in the Contract will be paid:

1) If the Contract is a deferred annuity, over your spouse's remaining life expectancy determined using your spouse's age in the year of his or her death; or

2) If the Contract is an immediate annuity making distributions on an irrevocable basis, under the payment option already chosen.

Life expectancy with respect to required distribution upon the Owner's death is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy is the number in the Single Life Table corresponding to such spouse's age. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age or your age in the year specified above and reduced by 1 for each subsequent year.

Distributions to you of your interest in the Contract are considered to have begun:

- a. On the date distributions are required to begin to your surviving spouse; or
- b. On the annuity starting date if, prior to their being required to begin to your surviving spouse, payments irrevocably commence over a period permitted and in an annuity form acceptable under IRC section 401(a)(9).

If you die after you elect to receive distributions and before you receive any payments under the Contract, the payments will be modified as necessary to comply with the requirements of IRC sections 401(a)(9) and 408(b)(3).

If the sole Beneficiary is your surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

- 10. **Annual Calendar Year Reports.** We will furnish annual calendar year reports concerning the status of the Contract.
- 11. **Amendment of This Rider.** The provisions of this rider are intended to comply with the requirements of the IRC for section 408A Roth IRAs. We reserve the right to amend this rider at any time when necessary to ensure continued compliance of the Contract with the requirements applicable to a Roth IRA under IRC section 408A and any successor provision.

PART OF CONTRACT – This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

STANDARD INSURANCE COMPANY

ВΥ

Company Tracking Number: IRA RIDERS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: IRA Riders
Project Name/Number: IRA Riders/

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

Readability Cert - IRA Riders.pdf

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: Not applicable to this filing of riders.

**Comments:** 

Item Status: Status

Date:

Bypassed - Item: Life & Annuity - Acturial Memo

Bypass Reason: Not applicable to this filing of riders.

Comments:

Item Status: Status

Date:

Satisfied - Item: Explanation of Variability

Comments: Attachment:

EOV - IRA Riders.pdf

## STANDARD INSURANCE COMPANY

1100 SW SIXTH AVENUE PORTLAND, OREGON 97204

## **CERTIFICATION OF READABILITY**

Re: Individual Retirement Annuity Riders

Form Nos. R-IRA(06/11) and R-Roth IRA(06/11)

I hereby certify that the above-referenced forms meet or exceed minimum reading ease scores and all other required readability requirements.

| Form Number       | Flesch Reading Ease Score |
|-------------------|---------------------------|
| R-IRA(06/11) *    | 45                        |
| Roth IRA(06/11) * | 45                        |

\*Generally, federal riders are exempt from readability requirements. However, we include the scores for your informational purposes.

pelei/ July 11, 2011 Date

Vice President and Managing Director, Individual Annuities

## STANDARD INSURANCE COMPANY

1100 SW SIXTH AVENUE PORTLAND, OREGON 97204

# **EXPLANATION OF VARIABILITY** INDIVIDUAL ANNUITIES INDIVIDUAL RETIREMENT ANNUITY RIDERS

**Re:** Traditional IRA – Individual Retirement Annuity Rider Form No. R-IRA(06/11) Roth IRA – Roth Individual Retirement Annuity Rider Form No. R-Roth IRA(06/11)

**VARIABILITY** – Variability, as noted within this Explanation of Variability, shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

#### **BRACKETS**

- Soft Brackets { } Denote that provision or text is optional, i.e., may be or may not be included in
- Hard Brackets [ ] Denote that provision or text is variable.

#### **RIDERS**

- 1. Address and Phone Number – Will insert the company home office address and phone number of annuities administration department.
- 2. Owner – Will insert name of Owner.
- 3. Contract Number – Will insert contract number.
- Annuitant Will insert name of Annuitant. 4.
- Rider Effective Date Will insert rider effective date. 5.
- Signatures, Titles Will insert signature and appropriate title of current company President 6. and Corporate Secretary.